

EXHIBIT 6

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October 27, 2010

Via Overnight Mail

Brian W. Lewis, Esq.
Barnes & Thornburg LLP
One North Wacker Drive
Suite 4400
Chicago, IL 60606-2833

**Re: Square D Company v. Gaffney-Kroese Supply Corporation
Civil Action No. 07 C 3897**

Dear Mr. Lewis:

We are in receipt of your October 22, 2010, correspondence and respond as follows. As to your first and second contentions, we do not agree with your characterization of Crawford Electric, as it is our understanding that Crawford Electric does, in fact, sell through retail channels directly to the public at large.

As to your third contention, we do not agree with your characterization of the meaning of the terms "an amount equal to the revenue generated by Gaffney-Kroese from sales," as set forth in paragraph 10 of the Settlement Agreement. Revenue generated plainly denotes profits on the sale of the circuit breakers in question – which was \$613.00. We further dispute your entitlement to counsel fees based upon such erroneous contentions.

Further, we do not agree to amend the terms of the Settlement Agreement or Consent Order, including any expansion of those terms to encompass: 1) any types of circuit breakers or other Square D products not specifically set forth in the Settlement Agreement or Consent Order; or 2) any type of inspection of Gaffney-Kroese's stock, records or facilities not specifically set forth in the Settlement Agreement or Consent Order. In addition, as submitted in our prior correspondence, we do not consider Gaffney-Kroese to be in violation of the Settlement Agreement or Consent Order.

Notwithstanding the foregoing, and in order bring this matter to expedient and equitable closure, Gaffney-Kroese has enclosed: 1) a check in the amount of \$2,457.24; and 2) an executed copy of a modified version of your proposed form of Certification. Furthermore, you may arrange to have

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the palette of circuit breakers that your representatives inspected on August 5, 2010, picked up at our Piscataway facilities at your earliest convenience.

We trust that you shall accept this good faith proffer as full and final settlement and disposition of your contentions concerning Gaffney-Kroese's performance to date, pursuant to the terms of the Settlement Agreement and Consent Order.

Very truly yours,

STARK & STARK
A Professional Corporation

By: 

MARTIN P. SCHRAMA

MPS/emp
Enc.

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SQUARE D COMPANY,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 07C 3897
)	
GAFFNEY-KROESE SUPPLY)	
CORPORATION individually and)	
d/b/a INDUSTRIAL EXCHANGE)	
AND SUPPLY COMPANY,)	
)	
Defendant.)	

**CERTIFICATION PURSUANT TO FEBRUARY 19, 2009 CONSENT ORDER
FOR PERMANENT INJUNCTIVE AND OTHER RELIEF**

I, Christopher Kroese, do certify and state, based on personal knowledge:

1. I am currently the President and Chief Executive Officer of Gaffney-Kroese Supply Corporation ("Gaffney-Kroese"), one of the parties to the February 19, 2009 Consent Order for Permanent Injunctive and Other Relief ("Consent Order"), entered in the above-captioned matter.

2. I certify that I am authorized to make the following certifications and statements on behalf of Gaffney-Kroese.

3. On or about August 5, 2010, Gaffney-Kroese allowed Square D to inspect its QO® circuit breaker inventory, as those QO® one-pole circuit breakers, two-pole circuit breakers, and tandem circuit breakers are defined under paragraph 6 of the Consent Order (collectively, "QO® circuit breaker inventory"), at its Piscataway facility pursuant to paragraph 7 of

the Consent Order.

4. Gaffney-Kroese certifies that any and all Square D QO[®] circuit breaker inventory in the possession, custody, or control of Gaffney-Kroese (including product located at other facilities) was made available to Square D at the Piscataway facility for the inspection on August 5, 2010.

5. Gaffney-Kroese certifies that Gaffney-Kroese, its agents, representatives, officers and employees have not knowingly imported, purchased, acquired, marketed, distributed, sold or offered for sale counterfeit circuit breakers bearing trademarks registered to Square D or Schneider Electric since the entry of the Consent Order on February 19, 2009 until the date of this certification.

6. Gaffney-Kroese certifies that Gaffney-Kroese, its agents, representatives, officers and employees have complied with the quantity restrictions on QO[®] one-pole circuit breakers, two-pole circuit breakers and tandem circuit breakers sold by Gaffney-Kroese under paragraph 6 of the Consent Order since the entry of the Consent Order on February 19, 2009 until the date of this certification.

7. Gaffney-Kroese certifies that any records reflecting Gaffney-Kroese's purchases and sales of the QO[®] circuit breakers, as defined in the Consent Order, since February 19, 2009, have been produced to Square D.

8. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

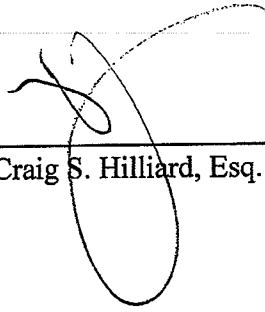


Christopher Kroese

Dated: October 28, 2010

CERTIFICATION PURSUANT TO R. 1:4-4(c)

Pursuant to R. 1:4-4(c), I hereby certify that the above affiant's signature is genuine, that the above affiant acknowledged that his signature is genuine and that an original executed copy will be made available if requested. I understand that if any of the above statements are willfully false, I am subject to punishment.



Craig S. Hilliard, Esq.

DATED: October 28, 2010